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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

B.I.P. CORPORATION,

Plaintiff,

vs.

MITEC TELECOM, INC., AND DOES 1  
TO 30,

Defendant.

Case No. 08 CV 0313 H (CAB)

**DECLARATION OF BRUNO DUMAIS  
IN SUPPORT OF DEFENDANT  
MITEC TELECOM, INC.'S MOTION  
TO DISMISS UNDER RULE 12(b)(6),  
AND IN THE ALTERNATIVE FOR  
SUMMARY JUDGMENT UNDER  
RULE 56**

Date: October 20, 2008

Time: 10:30 a.m.

Place: Courtroom 13

Complaint Filed: January 18, 2008

Trial Date: None Set

1 I, Bruno Dumais, declare as follows:  
2

3 1. I am the Vice President, Finance and Chief Financial Officer of Defendant  
4 Mitec Telecom Inc. ("Mitec"). In my capacity as Vice President, Finance and Chief  
5 Financial Officer, I have supervisory responsibility for many of Mitec's sales  
6 relationships, including that with Plaintiff BIP Corporation ("BIP"). I have personal  
7 knowledge as to all matters set forth in this Declaration, and could and would  
8 competently testify to them under oath if called as a witness.  
9

10 2. On or about July 25, 2006, Mitec and BIP entered into a Bill and Hold  
11 Agreement (the "Agreement"), pursuant to which Mitec agreed to sell, and BIP agreed  
12 to purchase, specified inventory, which would be held by Mitec in its Pointe-Claire,  
13 Quebec, warehouse facility. A true and correct copy of the Agreement is attached  
14 hereto as Exhibit "A."  
15

16 3. Pursuant to the Agreement, between May 30, 2006, and July 27, 2007, BIP  
17 placed several purchase orders and instructed Mitec to deliver inventory to BIP's  
18 location in California. True and correct copies of the purchase orders and invoices for  
19 this inventory are attached hereto as Exhibit "B."  
20

21 4. BIP refused to pay for a significant amount of the inventory it ordered and  
22 purchased under the Agreement. As of November 15, 2007, BIP owed Mitec  
23 US\$448,050.52 for inventory ordered and delivered under the Agreement.  
24

25 5. As a consequence of this default, Mitec's counsel, pursuant to my  
26 direction, prepared a demand letter, dated November 15, 2007, for service upon BIP,  
27 demanding payment of US\$448,050.52. A true and correct copy of the demand letter is  
28 attached hereto as Exhibit "C." Service of that demand letter on BIP was hampered by

1 BIP's deliberate evasion of service at its facility in San Marcos, San Diego County,  
2 California. A true and correct copy of the Declaration of the process server, Cliff  
3 Lindquist, detailing his difficulties in attempting to effect such service, is attached  
4 hereto as Exhibit "D."

5  
6 6. As a consequence of BIP's failure and refusal to pay for the delivered  
7 inventory, and pursuant to paragraph 8.7 of the Agreement, which provides that  
8 Agreement is to be construed according to the laws of Quebec and Canada, and  
9 whereby Mitec and BIP submitted to the non-exclusive jurisdiction of the judicial  
10 district of Montreal, Mitec filed, on January 16, 2008, a Motion to Institute Proceedings  
11 in the Superior Court for the District of Montreal, Case No. 500-17-040674-80 (the  
12 "Quebec Action"). In the Quebec Action, Mitec sought recovery of CA \$498,348.39,  
13 the equivalent of US\$448,050.52. A true and correct copy of the Motion to Institute  
14 Proceedings is attached hereto as Exhibit "E."

15  
16 7. As a consequence of the service difficulties encountered by Mitec in  
17 serving BIP with the demand letter attached hereto as Exhibit C, Mitec filed with the  
18 Superior Court for the District of Montreal (the "Quebec Court") a Motion for Special  
19 Mode of Service (the "Service Motion"), seeking permission to serve the Quebec  
20 Action on BIP by facsimile, among other means, was filed with the Quebec Court  
21 simultaneously with the Quebec Action, and was granted by the Quebec Court on  
22 January 18, 2008. A true and correct copy of the Service Motion, in the original  
23 French, together with the handwritten order of the Quebec Court granting the Service  
24 Motion, is attached hereto as Exhibit "F." A certified translation of the Service Motion  
25 is being submitted to the Court concurrently herewith.

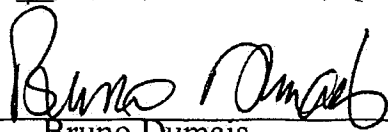
26  
27 8. Pursuant to the permission granted by the Service Motion, the Quebec  
28 Action was served on BIP by facsimile on January 18, 2008. True and correct copies of

1 the facsimile cover sheet, together with the bailiff's service document, in the original  
 2 French, are attached hereto as Exhibit "G." A certified translation of the facsimile  
 3 service documents is being submitted to the Court concurrently herewith.

4  
 5 9. The Quebec Action specifically provided that a response thereto was due  
 6 10 days after service thereof. BIP has never responded in any fashion to the Quebec  
 7 Action. As a consequence, Mitec filed, in the Quebec Action, an Affidavit for  
 8 Judgment, dated February 27, 2008, seeking rendering of judgment for Mitec and  
 9 against BIP. A true and correct copy of the Affidavit of Judgment is attached hereto as  
 10 Exhibit "H." Exhibit "H" references Exhibit Nos. P-1 through P-8. Exhibit "H"  
 11 includes true and correct copies of the referenced Exhibits P-1, P-5, P-6, P-7, and P-8.  
 12 A true and correct copy of the referenced Exhibit P-2 is attached hereto as Exhibit "A."  
 13 A true and correct copy of the referenced Exhibit P-3 is attached hereto as Exhibit "B."  
 14 A true and correct copy of the referenced Exhibit P-4 is attached hereto as Exhibits "C"  
 15 and "D."

16  
 17 10. Based on BIP's failure to respond to the Quebec Action, the Quebec Court,  
 18 on April 18, 2008, rendered a default Judgment (the "Quebec Judgment"), awarding to  
 19 Mitec Can\$498,348.39 (based on the exchange rate between the U.S. and Canadian  
 20 dollars). A true and correct copy of the Quebec Judgment is attached hereto as Exhibit  
 21 "I."

22  
 23 I declare under penalty of perjury under the laws of the United States of America  
 24 and of the State of California that the foregoing is true and correct, and that this  
 25 Declaration was executed on September 4, 2008, at Montreal, Quebec, Canada.

26  
 27   
 28 Bruno Dumais